

**2013 CITY OF SAN JOSE – AMSP NEGOTIATIONS  
TENTATIVE AGREEMENT**

**UNION PROPOSAL #7 – WITNESS LEAVE**

Proposed Language:


**(X) WITNESS LEAVE**

(X).1 Each full-time employee of the City who is required, under subpoena, to take time off duty with the City, to appear as a witness, by reason of his/her employment with the City, in any case or proceeding in any Court of this State or of the United States of America, shall receive his/her regular salary during the term of his/her service as a witness under subpoena, less any and all witness fees which he/she may receive therefore. Compensation will not be paid if the employee is a party to the action.

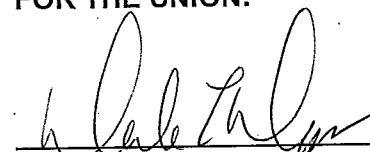
(X).2 Upon service of subpoena, an employee shall immediately advise his/her Department Director, or supervisor thereof, and of the time when he/she is required to appear in Court.


*\* This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

**FOR THE CITY:**

 5-17-13  
\_\_\_\_\_  
Alex Gurza Date  
Deputy City Manager

**FOR THE UNION:**

 5/17/2013  
\_\_\_\_\_  
Dale Dapp Date  
President  
AMSP, IFPTE, Local 21

 5/17/13  
\_\_\_\_\_  
Mike Seville Date  
Business Agent  
IFPTE, Local 21